

Exhibit 2

Highly Confidential - Brian Clarke

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF MICHIGAN
3 SOUTHERN DIVISION

4 : Civil Action No
5 : 5:16-cv-10444
6 In re: FLINT WATER CASES :
7 : Hon. Judith E. Levy
8 : Mag. Mona K. Majzoub

9 STATE OF MICHIGAN
10 CIRCUIT COURT FOR THE 7TH JUDICIAL CIRCUIT
11 GENESEE COUNTY

12 :
13 In Re: FLINT WATER LITIGATION : No. 17-108646-N0
14 : (this filing does
15 ATTORNEY GENERAL DANA NESSEL, : NOT relate to all of
16 on behalf of the People of the : the cases - only
17 State of Michigan, : 16-107576-NM)
18 :
19 Plaintiff, :
20 v. : No. 16-107576-NM
21 : Hon. Joseph J. Farah
22 VEOLIA NORTH AMERICA, INC., :
23 a Delaware Corporation, et al., : HIGHLY CONFIDENTIAL
24 :
25 Defendants. :
26 :
27

Monday, June 28, 2021

Deposition of BRIAN CLARKE, conducted at the
location of the witness in Lombard, Illinois,
commencing at 8:06 a.m., on the above date, before
Carol A. Kirk, Registered Merit Reporter, Certified
Shorthand Reporter, and Notary Public.

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1 R E M O T E A P P E A R A N C E S

2 - - -

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13 On behalf of the People of the State of Michigan:

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Highly Confidential - Brian Clarke

1 R E M O T E A P E A R A N C E S (CONT'D)
2 - - -
3 On behalf of Defendants Veolia Water North America
4 Operating Services, LLC, Veolia North America, LLC,
5 and Veolia North America, Inc.:
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1 R E M O T E A P E A R A N C E S (CONT'D)

2 - - -

3 On behalf of Defendants Leo A. Daly Company and
4 Lockwood, Andrews & Newnam, Inc.:

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12 On behalf of the United States of America:

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19 Also Present:

20 Francis X. Ferrara, Veolia
21 Jeff Sindiong, Videographer

22 - - -

1 what we need."

2 And then later he goes, "The
3 ultimate focus is not on the water problem but
4 fixing the entire utility. It's a great PPS
5 delegated management or O&M possibility."

6 So February 3rd is before the
7 contract had been entered, correct?

8 A. Yes.

9 Q. Okay. So at that time, the
10 project coordinator for the Flint project was
11 saying that the ultimate focus of Veolia wasn't
12 on the water problem but fixing the entire
13 utility and upselling or converting it into a
14 PPS delegated management or O&M responsibility,
15 correct?

16 MR. McELVAINE: Object to form --
17 sorry. Object to form.

18 You can answer, Mr. Clarke.

19 A. That is what his e-mail says.

20 Q. Okay. So, again, it wasn't a
21 hope. It was actually Veolia's focus at the
22 time before the contract was entered to convert
23 this into a larger contract, correct?

24 MR. McELVAINE: Object to form.

1 You can answer.

2 A. I'll go back to the e-mail you
3 just showed me. I think Mr. Nicholas used the
4 word "hope," and "this might be our intent."
5 Our ultimate focus was to provide him a more
6 comprehensive set of services, which we were
7 expert capably of doing.

8 I don't know that I would describe
9 it as, you know -- I'm not sure of the
10 difference between hoping that we can achieve
11 this or the ultimate focus. I think we're
12 saying the same thing. We hope that we could
13 get a chance to do more work for the city.

14 Q. With respect, though, Mr. Nicholas
15 doesn't say in this e-mail "hope." He says,
16 "The focus isn't on fixing the water problem.
17 It's on fixing the entire utility which would
18 necessitate a larger contract."

19 Correct?

20 A. No.

21 MR. McELVAINE: Object to the
22 form.

23 You can answer, Mr. Clarke.

24 A. Not correct. You added the word

1 "fixing" into your statement.

2 Q. Okay.

3 A. The statement is, "The ultimate
4 focus is not on the water problem but fixing the
5 entire utility." If you fix the entire utility,
6 you fix the water problem as well.

7 So the idea here, the intent of
8 the e-mail, is to indicate that we were hoping
9 to do more work that would encompass not only
10 what we did the first week of work on but other
11 elements of their entire utility, including
12 wastewater.

13 Q. Fixing the entire utility would
14 necessitate -- would necessarily require a
15 larger contract, correct, whether it be PPS
16 delegated management or O&M?

17 A. Yes.

18 Q. Okay.

19 A. It would require a larger
20 contract, a different contract, and more scope,
21 certainly.

22 - - -

23 (Clarke Deposition Exhibit 18 marked.)

24 - - -

1 BY MR. CAVANAGH:

2 Q. So I'm going to show you another
3 e-mail that I'll mark as Exhibit 18. And,
4 again, this is from Robert Nicholas to
5 Manshi Low. This is on January 27th. And
6 they're discussing the risk memo that's
7 associated with Flint. It starts with an e-mail
8 from Manshi Low earlier that day, it looks like.

9 And Mr. Nicholas says with respect
10 to the risk memo, he wants it changed. And he
11 says, "Upfront talk about this being pursued to
12 upsale to a PPS."

13 So prior to the contract being
14 signed, even Veolia wanted to put in the risk
15 memo that this project was being pursued for the
16 purpose of upscaling or upselling to a larger
17 contract; is that correct?

18 A. That's what he says in this
19 e-mail.

20 - - -

21 (Clarke Deposition Exhibit 19 marked.)

22 - - -

23 BY MR. CAVANAGH:

24 Q. Okay. I'll show you an e-mail